

COMMITTEE ON JOINT SCHOOL BUILDINGS

October 25, 2005

6:00 PM

Chairman Herbert called the meeting to order.

The Clerk called the roll.

Present: School Committee Members Herbert, Langton, Beaudry, Perry and Aldermen Porter, DeVries, and Thibault

Absent: School Committee Member Kelley, Aldermen Roy, Garrity

Messrs.: F. Thomas, T. Clougherty, R. Pincince

Chairman Herbert stated my plan is to dispense with what we normally do in the beginning, which is have a large overview of all of the projects that are ongoing because there is a piece of business on today's agenda that is very important and that is for the Highland-Goffe's Falls air unit proposal, which Tim is going to explain. I was hoping that once we started we could get right into that and get that piece of business done and then Frank Thomas is going to make some remarks in regards to some of the issues with Gilbane and the City that have been in the paper and then we might have time for any other business that people might want to bring up.

Highland-Goffe's Falls Makeup Air Units Proposal.

(Note: In light of recent energy concerns brought forth by the School District, the Facilities Division recommends moving forward with the methodology contained in the attached proposal.)

Timothy Clougherty, Chief Facilities Engineer, stated at last month's meeting I made a promise that I would have some controls installed at Highland Goffes Falls elementary school. This would be the wrap up of the recommendations that were made by Turner Building Sciences in a report that was submitted to the School District. In following up on those recommendations, we obviously sought proposals to do the control for those units, which turned out to be somewhat costly. In light of the School District's recent movement for a conservation of energy I worked with the supplier to develop a proposal where we both meet the indoor air quality concerns that were raised by Mr. Turner in his report, as well as savings of energy. You will see...there should have been included with your

agenda that the controls alone for these four units that are in question are roughly \$46,000. The units are in fact now about 12 years old. Five or six years ago when we first started talking about the necessity to replace the units obviously the useful life was five or six years more. At this point in time, I think that it is best for everybody to consider the proposal I placed in front of you. \$98,885 will replace the units with an additional \$35,000 that would go toward the energy savings recommendations that are contained in the proposal. For roughly \$135,000 we are going to get four new units, four new roof top units for the school as well as the controls that we are going to retrofit onto the units for \$46,000. So with that in mind essentially for another \$90,000 or so we are going to get brand-new units. They are going to be state-of-the-art. They are going to be modulating gas, which means that we will be able to regulate the heat. They will have variable frequency drives, which are essentially speed controllers on the units that will be utilized to not only maintain the CO² levels but they will also, as they ramp down, they will also save energy because we are not going to be bringing in as much outside air. We will only be bringing in as much air as is necessary. If you recall in the Turner Report, the building is, in fact, over ventilated, which was the primary reason for them recommending installation of CO² sensors. With this proposal, we are not only installing the CO² sensors to monitor the carbon dioxide in the building but we are also going to be lowering the speed of the fans so that we are delivering less outside air in order to maintain recommended levels of CO² and by doing that we will thereby be reducing the cause of the lower humidity that we have in the winter time there. With that being said, I would be happy to entertain any questions. This proposal is highly technical. It is one proposal that we have. We are going to have to follow the procurement code in order to get this thing done and I can't make the promise that it is going to get done by December 1. As a matter of fact, I will make the promise that it definitely won't be done by December 1. The units will have a lead-time. This is a proposal for consideration for budget purposes and we will be following the procurement code to get a final price on it.

School Committee Member Beaudry moved to authorize the Facilities Division to move forward with the proposal for the makeup air unit proposal for Highland Goffes Falls. Alderman DeVries duly seconded the motion.

Alderman DeVries stated as you noted the temperature regulation in the building had been an issue I believe on the second floor as well as the dry air. You are saying that the change over to the system, the CO² sensing will dramatically improve that situation – the dryness?

Mr. Clougherty responded it will dramatically improve both the temperature swings that the occupants feel from the differential in the air that is being brought

in for indoor air quality purposes...it seems drafty and it will also eliminate the exacerbation of the dry humidity.

Alderman DeVries stated I also noted that it was a changeover from LP gas to natural gas.

Mr. Clougherty replied that is something that we are working with. The units are currently LP. As part of an energy savings changeover that most folks are probably familiar with where we put natural gas into the schools we have a natural gas line running to the facility, which will accommodate all of the heating oil but for part of this we would have to pick up some branch lines off of a main that exists so it will be converted from LP to natural gas. The new units will be natural versus LP.

Alderman DeVries asked and there are cost savings involved with that as well.

Mr. Clougherty answered I am not sure I can make that statement. The units will be more efficient than the ones that currently exist but if you are looking at a return on investment either from a benefit from the efficiency or an LP versus natural gas, number one the efficiency wouldn't substantiate it from a financial perspective and the LP versus natural is a commodity based return so as you have fluctuations in either commodity you could have savings or you could be shooting yourself in the foot but one way or the other we will save money.

Alderman DeVries asked but the cost efficiency of making the changeover to the more efficient units rather than staying with the old units we will recoup some savings.

Mr. Clougherty answered without a doubt. At this point in time for instance we bring in roughly 12,000 CFM into the building. It turns on at 7:30 AM and shuts off at 3 PM regardless of the CO₂ levels. So we are going to have sensors that monitor the CO₂ levels. If the CO₂ is within acceptable ranges the frequency drive of the fans will ramp down, which means that we will be delivering not 12,000 CFM but perhaps 6,000 CFM and when it is 20 degrees outside, that is 6,000 CFM less that we have to bring from 20 degrees to 60 or 65 degrees in order to maintain comfort.

School Committee Member Beaudry stated I want to thank my colleagues for supporting this. It has been long overdue. Highland, as we know, for quite a long time students and parents have been complaining about health issues over there with the air quality. I don't know if Mr. Locher is watching this but he gave me a list of hundreds of names of people who were complaining about the air quality over there and it really was his persistence in pursuing these issues coming to our

Board members and talking to some Board members that kept us on point in getting this school's air quality resolved. I hope this is one of the final steps that we have to take and I want to thank you, Tim, for going through with the Turner Report and accomplishing all of the goals that Turner had suggested. I hope this is the final thing we have to do to get that school to be a healthy and safe school as far as air quality. I would like to raise that issue and thank you all.

Mr. Clougherty responded thank you. We hope so too. I don't know if I reported this last month but the roof was painted over there. It wasn't the entire roof but I spoke with Mr. Turner. We talked about a radius around the roof to make sure that that theory was implemented and that will follow through with some benefits.

School Committee Member Beaudry stated I have one question on that. I did go up and look on the roof. In the Turner Report it said it should be 100 square feet I thought it was from the inlets. It doesn't seem...they just did the perimeter of the structure itself. It is really not 100 square feet from where the air goes into the ductwork. I don't know if that makes a difference. There is a substantial amount of the roof painted but it is not the square footage that was on the report. I don't know if that makes a difference. There was one actually lower unit that was not...it must have been missed. There is a lower HVAC unit on a lower roof that was not painted at all. The two higher units were painted but the lower unit was not.

Mr. Clougherty replied I think the unit that you are referring to is a mixed air unit where it mixes the returned air as well as the outside air. Where painting the roof would help that unit, it is not going to help it as much as the other units that draw in 100% outside air.

School Committee Member Beaudry asked is that going to be something that will be done.

Mr. Clougherty answered we hadn't contemplated that because the units that were in question, as I recall, were the four 100% outside air rooftop units that were the cause of the problems. In order to expedite this I worked not through Gilbane but through our own contacts and contractors. I have other quotes coming in. If you were to entertain a motion to fund this out of contingency I would like it with the proviso that we speak with Gilbane but if we can't do that that we be allowed to go through the procurement process on our own in order to get this done.

School Committee Member Beaudry amended his motion as recommended by Tim Clougherty. Alderman DeVries duly seconded the amendment. Chairman Herbert called for a vote on the amendment. There being none opposed, the motion carried.

Chairman Herbert called for a vote on the motion as amended. There being none opposed, the motion carried.

Chairman Herbert stated I have asked Frank Thomas to come in and address the Committee in regards to some of the issues with Gilbane that were reported in the newspaper.

Frank Thomas, Public Works Director, stated I am here tonight to try to clarify or shed some more light on some of the recent articles relating to Gilbane and the school design-build project and the relationship between Gilbane and the City. First, I would like to make it clear that Gilbane has not submitted any formal claims against the City on the school design-build project. Secondly, I want to make it clear that there aren't any significant controversies between the City and Gilbane regarding retainages. Thirdly, again I want to make it clear that there aren't significant controversial issues between Gilbane and the City regarding the vandalism damage at Central High School. Those items were either noted in the articles or alluded to in the articles. There are issues that are on the table that we are presently discussing with Gilbane and evaluating. Some of these issues go back to almost Day 1 of the contract. Some of these issues that we are discussing are issues that had previously been submitted to the City and denied and Gilbane is requesting that the City reconsider their position on these issues. Some of the issues that are on the table involve additional work that Gilbane feels they had to perform in order to do a proper job on the project and are now requesting additional compensation for this work. Some of the issues that are on the table involve differences in interpreting scope items. There are some areas in the contract that are somewhat gray. Again, a project of this magnitude you would expect some of those. In addition, there are some issues that are being discussed involving areas where the City feels that Gilbane is not in compliance with the contract. This is definitely not unusual on a project of this magnitude. This is a \$100 million project. It is a very complex project. To think that you are going to get all the way through the project without issues being raised and requests being made on both sides would be unheard of. In order for us to carry out our assigned duties as contract administrators, it is our job to take a look at all requests and all issues that are put on the table to see if there is a contractual basis for these issues or for these requests. If there is a contractual basis for it, we most likely will recommend additional compensation. If we recommend additional compensation, it will probably be done through the change order process. If we decide that there isn't proper merit, we will reject those requests. Any contractor on any project has the right to, if they don't go along with the decisions that we the City made, has the right to litigate. If it ever comes to the point where litigation is eminent we would immediately and I want to assure both Boards that we would immediately go to the School Board and the Board of Mayor and Aldermen and notify them

that there is potential litigation and these are the issues that we feel are going to be litigated. At that same time, we would probably recommend or suggest that you authorize us to go ahead and hire outside special legal counsel to assist the City in defending against the litigation. That is the normal procedure that is used in almost any contract in the City whether it is a small one or a large one. I do want to make it perfectly clear that we are not at the stage of litigation. As you know, early on in order to provide proper construction administration and to ensure that safeguards were in place on City expenditures we brought in the firm of DMJM to assist Tim Clougherty in providing proper construction administration. DMJM is a national firm with outstanding expertise in the owner representative services area. We have utilized DMJM to date and have gone off of their expertise and we will continue to do so. There has been no intent to keep anybody in the dark. That has not been our intent. It is our job as construction contract administrators to follow the procedures that are outlined in the contract. We are doing that. When there are issues raised and there are issues that are on the table, we evaluate them. Some of these issues, quite frankly, have just recently been brought to our attention. Once we have gone through the proper process we will be coming back to the proper Committee and/or Board or Boards to give our recommendation. Again, this is a procedure that has been followed from Day 1. In conclusion, I want this Committee to know that we are diligently following the procedures that are outlined in the contract as far as providing proper contract administration and safeguarding the City's interest. With that, I will be glad to try to answer any of your questions and the two gentlemen that are with me will try to do the same.

Chairman Herbert stated just so I understand the process, if there is a need through negotiation or however you do it that there are some areas where Gilbane has a legitimate argument and should be compensated did I hear you correctly that you will be coming to this Committee with change orders that would effect whatever the compensation is. I am trying to understand if, say for example, there is a particular area where \$50,000 in costs were incurred by Gilbane and they make a good argument that they weren't compensated for it...so anything of that nature would, in fact, come here for a vote and discussion? Is that how that works?

Mr. Clougherty replied correct. As a matter of fact, you have already seen that. You have approved change orders that we have disputed, disputed, disputed, negotiated and come to mutually agreeable terms on. At that point we brought change orders to the Committee for your approval. That process would continue.

Chairman Herbert stated my point is by definition the public will have a good understanding of those issues when they need to come to the Board.

Mr. Thomas responded that is correct and that would be our intent. Right now again these articles in the paper almost would like us to be raising these issues or

discussing these issues or negotiating these issues in a public forum and quite frankly that would not be in the City's best interest. However, once we do have resolution we will come to this Committee and if by chance we cannot come to a resolution and like I said it goes to the next step we will also come to this Committee and the two Boards.

School Committee Member Beaudry stated I have a few questions if I may. Frank, you mentioned that change orders were done and there is a question on whether we owe them money. Any change order should have come to this Committee before...unless it was under \$25,000 and if it were change orders who would have okayed them? I would assume Tim would have been the one that had to okay those.

Mr. Thomas replied first of all and Tim can jump in at any time but if the change order request is denied I don't believe we would bring it to this Committee. On the other side of the coin if the change order was over that limit and if that is the policy then it would have gone to the Committee.

Mr. Clougherty stated that is correct. That is what we have done. We haven't executed any change orders above that \$25,000 threshold that have not been brought to this Committee.

School Committee Member Beaudry stated I understand negotiations and if you are in negotiations you may not be able to answer some of these questions but would Gilbane have made a change order arbitrarily without going through you and then coming back saying now you owe us money. Is that a dispute that is on the table?

Mr. Thomas responded there are presently some areas where Gilbane felt that there was a necessity to do some additional work to accomplish the intent of the project and in some cases we were not notified at that time. However, there is still a basis for us to consider that type of extra work, again, if it has merit and if it was something that we would have potentially approved initially.

School Committee Member Beaudry stated that brings me to my next question. As far as change of scope or change order was anything that was done a change of scope in the project because if there is a change of scope it should go back to the School Committee and any change orders would come before this Committee. Would any of the work that has been done or is in dispute have been a change of scope?

Mr. Clougherty answered no.

School Committee Member stated and one other thing that I read in the paper is there was a question of asbestos abatement. We spent \$1.2 million if memory serves me right on additional asbestos abatement. Is that the asbestos that is in question or is there other asbestos that was abated that is in question?

Mr. Thomas replied that is one area that is presently under discussion you are correct. The original GMP did include a scope of work for asbestos abatement. In addition to that, there was a later report that built on the first report that was done by Gilbane that identified the need to do additional asbestos abatement to accomplish that work. As a result of that second report there was a change order that came to this Committee and I believe it was in the range of about \$80,000. There are two change orders. I don't want to go into details but what is being discussed right now is there is a potential that there were requirements for additional asbestos abatement work and that there was an assumption on how to do certain work in areas that had asbestos in the ceiling. Once Gilbane got into an area, they may have determined that the work couldn't be accomplished as proposed without additional abatement work. I think that is one of the issues being discussed now. However, before we recommend any additional compensation we want to make sure that the additional work wasn't covered under the original procurement with the change order that was approved. So we are doing our due diligence and Gilbane is working with us to justify the request. That is the process that we are in.

School Committee Member Beaudry asked can you just enlighten the Board and the public as far as the hold back money and the purpose of that and where that is right now with the money that is held back. There is a certain percentage held back from a project until the punchlist is done and that is when we would relinquish that money if everything is done okay.

Mr. Clougherty answered you are referring to the retainage. Our retainage provisions are somewhat complicated. Because there are 21 different sites...if this was one building we would withhold 10% until the project is 50% complete and at that point we can subjectively release monies down to a certain limit. I think it is 5%. After 50% we go down to 5% and as certain trade contractors complete their scope of work...for example if you have a \$100,000 steel contract we retain 10% of that so once all of the steel is erected we have \$10,000 theoretically of the steelworker's money. After 50% completion of that job, that goes down to 5% so some of the trades that are following along the steel...one of the first things that goes up, say the drywall guy, there may be 5% of the overall monies withheld but as we understand that the work is entirely complete and entirely acceptable, then we begin to release some of those monies. The steel guy will probably be one of the first guys that would get released. We have the testing reports. The Building Department has the testing reports and things like that. Right now I think the

retainage is between \$4 and \$5 million that we are holding and we will continue to hold that on each project until Gilbane's obligations are satisfied to our satisfaction. That is not to say that we will withhold all monies. Jewett Street School for example is in large part complete. There are still some outstanding items. We look at it subjectively and look at the value of what those outstanding items are. Gilbane proposes a value to us. Sometimes some negotiations take place as to how much monies the City is going to withhold and then correspondingly Gilbane executes the work and the monies are released. I can tell you with confidence the money that we withhold is more than enough to have the work completed on our own should that be necessary and that is really the measuring bar that I have used with our folks internally. If you are looking for retainage on painting a wall or something like that, you don't look at it like the guy is paid \$16/hour and he is already on the site and this and that. It is how much time is it going to take me and how much is it going to cost me to go out and put a bid together and have it done on our own. That is kind of the measuring bar that we use. It is not just the work that is done. It is also the documentation that is required – you know as builds, electronic files, owner's manuals, warranties, all of that type of stuff. I am not sure if that answers your question in a round about fashion.

School Committee Member Beaudry responded it did. I just want to know what the retainer is utilized for. I pretty much knew that it was used until the project was complete but I didn't know how long you keep it and how much you keep.

Mr. Clougherty replied that is kind of a broad brush. I don't have the contract sitting in front of me. It is somewhat more complicated and that is done, like I said, on a building by building basis.

School Committee Member Perry stated let me start by saying what my understanding is and I am going to ask how it differs with the municipality. If I go out for a contract, I get a quote from a contractor. If the work ends up costing the contractor more money, that is their loss. If the contractor gets to do it for less money, that is their gain. That is the way it works commercially. What I am trying to understand is how does it work with asbestos abatement where they came in and they studied this whole job along with other contractors and they looked at asbestos abatement and got the scope and then they come back and say whoa this is more involved then we think and now we want more money so we turn around and say well great we will give you more. If it was \$1.2 million and they were able to do it for \$500,000, we wouldn't see Gilbane jumping up and down and saying look at all of the money we saved here have some back. So why would we give them more money on something that they have already bid for? They had a chance to look at the building and examine where the asbestos was. Why would we be giving them more money for something that they might have missed when

they were doing their review? That is my understanding of what it is looking like. Is that correct?

Mr. Clougherty responded no, not at all.

School Committee Member Perry asked how is it different.

Mr. Clougherty answered what we are looking at are potential areas where there were changed conditions, mitigating circumstances that were potentially beyond Gilbane's control or beyond the City's control and at this point in time we are not saying that any of those situations exist. All we are saying is that we are evaluating the potential for those situations that are out there.

School Committee Member Perry asked could you give me an example or two of a mitigating circumstance or something that people might not have seen just so I understand it.

Mr. Clougherty answered no. I would rather not get into any examples at this point in time. I don't believe this is the forum for it. If there are issues such as this on the table with Gilbane I don't think it is wise for us to discuss it in this forum.

School Committee Member Perry asked is it something offline that we might know at some point. I would like to understand it because at some point we are going to be asked to possibly vote on it. I certainly can't vote on something I don't understand.

Mr. Thomas stated as I previously noted if we recommend a change order for additional compensation, along with that recommendation will come the details or the answers to your specific questions.

Mr. Clougherty stated we are asking the same questions that you are.

School Committee Member Langton stated now Gilbane believes they are owed a certain amount of money and you are saying they are not. What is that? Can you give us a ballpark figure? It is \$100,000 or \$10 million? Can you give us an idea of how much they think they are owed and we are saying no you are not owed?

Mr. Thomas responded attempting to place a dollar value on the items that are on the table, quite frankly, is misleading and really non-productive. The issues change every time we sit down and talk. The values change every time we sit down and talk. There are constant adjustments. To try to lump it all into one pot and say okay this is what is on the table, quite frankly, would give everybody just

the wrong impression. Again, we are doing our due diligence. When we do come in with recommendations, the recommendations are going to be based on a combined facts with combined dollar values on things that we feel we can clearly justify. Trying to put a dollar value on everything, first of all is very difficult and doesn't mean anything.

School Committee Member Langton asked but there is an amount that they are saying they are owed correct.

Mr. Thomas answered there are a lot of different issues and there are a lot of different potential amounts. Some of the potential amounts could be cut in half when we sit down to discuss them. So there isn't a total dollar value that is meaningful or worthy of any discussion.

Alderman Thibault asked, Frank, if I hear you right you are saying that whatever change order has to come, no matter what it is, it will come back to this Committee and be explained before any money is given out.

Mr. Thomas answered that is correct. We have followed the procedure that is outlined in the contract and the directives that have been established by this Committee and we fully intend to follow those procedures and directives in the future.

Alderman DeVries stated I want to back us up just a little bit briefly because I know that this project and the resulting scope language was based on an old consultants report – Parsons-Brinckerhoff and then there were many volumes of documents that we saw early on when it was going through the RFP process that seemed to define some of that scope. I just wanted, as I said, to briefly get a little bit of background on the process that you went through. As a department you developed the scope and the contract language. Were there other consultants involved in that process because that seems to be part of what is in conflict today?

Mr. Clougherty responded I am not sure how to answer your question when you are talking specifically about the conflict today.

Alderman DeVries stated if I heard Frank Thomas earlier, some of the discussions you are having today with Gilbane are in reference to contract language and discussion or disagreement about the actual scope of services. I am not looking for you to define what those issues are, I am just asking if you could back up and tell us what went into developing the contract language. Was that done internally? Did you have assistance? I remember seeing many, many volumes that we went through.

Mr. Clougherty replied I understand. It was both. It was both City personnel, myself in large part, as well as several consultants. Parsons-Brinckerhoff developed our Facilities Audit Volumes I and II back in 2000 or 2001. We reengaged Parsons to update that report both as it related to the engineering deficiencies, the building deficiencies, our mechanical and electrical systems, as well as demographics – population trends, checking the numbers and things like that. It was that that was used as the basis for developing the scope of work. The scope of work is defined for each location separately. There are general narratives that talk about what the intent of each of those scopes are. There is also a contract, a master contract that we negotiated with Gilbane but then there are also 150 or 160 different specification sections that relate to the very specific materials that are to be installed. There are asbestos reports as we are required to have by federal law that is executed by the state via AHERA regulations. Those reports were included as part of what we refer to as Request for Proposals. It was also referenced in our contract with Gilbane. There are geotechnical reports that were produced by a geotechnical engineer in the areas where we did additions. We had insurance consultants – at least one insurance consultant. We had an insurance broker. We had at least two different legal consultants working on the RFP. We had two different architectural firms that contributed to the language that was included in our RFP and subsequently reflected in our contract so there were quite a few hands in the generation of the documents that we are talking about.

Alderman DeVries asked is anybody complicit if there are oversights in what went into that report.

Mr. Thomas answered presently we don't feel that there are any oversights. However, the contractor obviously has their own point of view and that is why we are discussing this. There are...when you have volumes and volumes and volumes of specifications and documents, on one page it may say something and the next page could say something slightly different. Two people can take a look at the same picture and see a different picture. Again, I think those are some areas where we have disagreement.

Alderman DeVries stated so it is a question to be asked another day. Thank you.

Chairman Herbert stated speaking for the Committee and I know we have an election coming up so there may be some different faces here or it may be the same group but if you ever do come back to this Committee I can promise whoever is here you will get a fair hearing from both sides and an expeditious answer. If you have a proposal that we need to deal with in terms of a result of the negotiations you are having. There are a few other issues that need to be discussed. Thank you, Mr. Thomas. I appreciate your help and I think you have cleared up a lot for people.

School Committee Member Beaudry stated there are a couple of issues I would like to bring up if I can, Tim. I was visiting some schools today. The Memorial High School gym, it is my understanding that the...I brought up last month about the walls being painted and they were painted but it is the brick that is filthy. The walls on top of the brick look nice and they have a brand-new floor and we are going to have brand-new bleachers and the brick was never pressure washed and is really disgusting looking. It is my understanding that they can't wash the brick because with the new floor down they can't get the floor wet so they are going to have to live with the dirty brick. Is there something that can be done or was that in the scope of the project that was overlooked? What is going to happen at Memorial as far as cleaning the brick walls inside the gymnasium?

Mr. Clougherty replied if it is the desire of the Committee I am sure that we can entertain a proposal to get something done with those walls. As I explained last month, at the time that the scope of work was generated the sandblasting or cleaning of walls...that cleanliness or that level of disrepair was very low on the priority list. At this point in time it is really staring you straight in the face when you look at the rest of the place that has the new floor and the new bleachers and the new paint and the new HVAC. So it has become much more evident. We can look into doing that. I don't think that it is a matter of just because the floor is there we can't do anything. It will make it a little more difficult but there is always something that can be done.

School Committee Member Beaudry asked do you need a motion.

Mr. Clougherty answered yes I would appreciate that.

School Committee Member Beaudry moved to authorize Tim Clougherty to get a bid for cleaning the brick in the gymnasium at Memorial High School. Alderman DeVries duly seconded the motion.

Chairman Herbert stated I have a question and maybe I misread what you said but there is nothing wrong with the brick, right.

Mr. Clougherty responded no there is nothing wrong with the brick. It is just a matter of the students leaning up against it and it getting dirty.

Chairman Herbert called for a vote on the motion. There being none opposed, the motion carried.

School Committee Member stated at Bakersville I know...I was over there and the principal was actually e-mailing people about the leaks over there. Apparently it

is not coming from the roof but on the Elm Street side, it would be the northeast corner of the building, some ceiling tiles actually fell through from the water that was coming through from somewhere. Also the brand-new window that was put in in the north stairwell from what I would call the first floor to the second floor is leaking so bad you can take a shower under it. I don't know if anybody went over there to look at it today. Did they find out what the problems were because they repointed all of the brick and put a brand-new roof on and we still have some major leaks over there.

Rene Pincince, Project Executive for Gilbane, stated we had the contractor look at the window today. He has some repair work to do on the masonry. Initially this morning when we received the report we thought it was a roof leak. We dispatched the contractor out to examine it. As we speak there are people there looking. We suspect that in the cleaning process...we have cleaned the masonry too well and now the mortar on the brick has become porous and we are actually seeing water coming in through the mortar and down into the base of the wall. We have people there tonight taking care of that.

School Committee Member Beaudry asked and the window on the north stairwell. That is brand-new.

Mr. Pincince answered I addressed that in my first comment. We have a contractor looking at that.

School Committee Member Beaudry stated let me go over some of the other issues. While I am a Bakersville as far as the bathroom what is...it is my understanding that a bathroom was supposed to be put in on that second floor. There is a closet there that is going to be converted into a bathroom. What is the status on that, Tim?

Mr. Clougherty responded we have had some conversations on that. We haven't moved forward with actually making sure that...we are in the process of getting a proposal. I don't have a status on execution. Quite frankly, we are trying to get the base scope of work done there. That school is one of the larger in scope. It is enough of a challenge just getting the work that is on the plate right now done. We will entertain getting that bathroom installed.

School Committee Member Beaudry stated another thing is the paving in the back. From speaking with the principal today, they have to stop people from going in the back because the kids are playing in the playground now. When they built the kindergartens they took a large area, as you know, back there. Is there anyway at some point in time that there can be additional paving in the back to accommodate some of the faculty and where parents want to pull in to drop their kids off? Right

now they have no access to do that because of the lack of space. I don't know if that is something down the road that we could take a look at.

Mr. Clougherty responded we can take a look at anything at the site. It is a matter of consideration by the School District in consultation with the Parks & Recreation Department because that is a City park. You should be aware that when the kindergarten was constructed we also more than doubled the size of the parking lot in order to alleviate the space that was taken with the playground.

School Committee Member Beaudry stated my last question or concern is the Central High School parking garage. My understanding is it is under water or there is a substantial amount of water in the parking garage today. It seems like it is coming up through the floor itself. Also, teachers are complaining that there is a lot of water coming down from the vent where that bench is and also on the Beech Street side and it is getting their cars wet and dirty. Why that water is coming in, I don't know but those are the complaints I have been getting from people over there. I did take a ride over there today to take a look at it. The area that I saw...I went in through the Lowell Street ramp and I witnessed possibly 1" to 2" of water or a puddle probably 20' by 40'.

Mr. Clougherty asked was it at the bottom of that ramp.

School Committee Member Beaudry answered well you have a drain at the bottom of the ramp that was dry. You had to look through the gate and probably 20' inside the gate is where the puddle started. It was a substantially large amount of water. My understanding is that there is another puddle as big as that on the other side. I didn't go to the other side. I didn't go to the Ash Street side of the complex. Again, where that water is coming from and why is the water coming down from up above on the cars?

Mr. Clougherty responded I will have somebody go out and take pictures of it tomorrow so that we have evidence of the ponding. I am not going to say we are well aware of all of the things. Gilbane was in the process of fixing some of the structural gaps. They are built in gaps. It is not a deficiency that there are gaps. They were associated with the bench area. We will be looking at that. We haven't fully evaluated the garage at this point. We are aware of some puddling issues that exist. I will send somebody out tomorrow to make sure we have documentation that those puddles exist so that we can follow-up on it.

School Committee Member Beaudry stated again just a comment or concern. In talking with the Risk Manager as it gets colder if those puddles start freezing up and people start falling we will have a liability problem as you know.

School Committee Member Perry stated I was concerned after the flooding at Central, after the break-in, I talked to some of the School Board members who were there when they were ripping the carpet up and ripping the plywood up underneath. One of the things was the Gatsas report of the substandard material that was used. I believe the plywood was the wrong plywood and the nailing...I believe it was supposed to be tongue and groove and it wasn't. The nails were supposed to be 4" spacing along the seams with a flash coating on top and the space between the nails within the material was supposed to be 6". I know this, too, because I used to be a flooring contractor in New England doing commercial work. I was concerned about that and I was concerned about the rip up because that plywood was put down over the VA tile that had the asbestos mastic on the back. When I was in the industry, asbestos was a no-no and we got very concerned doing any work around asbestos. This work was being done during the daytime when the children were in school...

Mr. Clougherty interjected which area are we talking about here.

School Committee Member Perry answered the Classical Building.

Mr. Clougherty asked what part of the Classical Building. Where the standpipe was?

School Committee Member Perry answered yes where the plywood was being taken up...

Mr. Clougherty interjected I just want to make sure that we are correct because a couple of statements you made were incorrect. First of all it was done during the month of August when there were no students in the building. Also, there was no asbestos containing mastic under the floor tile. There was asbestos containing felt paper that was between the original subfloor and the tongue and groove maple strip flooring, which was not disturbed. We had an asbestos industrial hygienist to monitor the removal of the plywood to insure that that paper remained encapsulated.

School Committee Member Perry responded that is the question I wanted to ask. Did they do the environmental monitoring?

Mr. Clougherty replied the environmental monitoring was not necessary because the asbestos was not disturbed by the removal of the plywood. He was brought on specifically to make sure that we were in compliance with the AHERA regulations relative to encapsulation and monitoring.

School Committee Member Perry stated because in my company I deal with OSHA quite a bit so I know the people and I called them today just asking the question because when I did flooring, removal of the nails from the plywood, if it penetrated into the felt surface or into the mastic surface then that is considered a disturbance of the asbestos and monitoring has to be done. In fact, the code is 29-CFR-1926.1101, which is Asbestos Abatement. They said that anything that can cause flaking or disturbance of the asbestos would require abatement and monitoring. So my concern is that this wasn't done and I want to see if I am misunderstanding something because they said if the nails penetrated into it that, in fact, it was a disturbance when they are removed. The nails or the staples. I don't know if they were nails or staples. Staples are worse than nails. So that is a concern just as anybody that goes in in the future that does any service work in there...say we decide we want another standpipe and they have to cut a hole in the floor. They are going to disturb that asbestos surface, which gets us into the entire abatement issue.

Mr. Clougherty stated we are well aware of both the AHERA regulations, which is the federal act, which is administered by the state on behalf of the federal government that requires encapsulation, monitoring, annual reporting...every three years we have to do a comprehensive survey. As far as this situation goes, we called in an industrial hygienist to make sure that it was being removed properly because we were concerned about those issues. I don't know exactly where those fasteners ended up but they were three, four or five layers...the top of them were three or four or five layers above where this asbestos containing felt paper was. My opinion would be that the fasteners did not penetrate the asbestos containing felt paper and if they did our industrial hygienist probably would have stopped the operation. We at the Facilities Division have no inclination about sacrificing safety to save a few dollars. It does not do me or anyone in our department any good to do that. We don't work on a profit margin. We have no bottom line to work to. We have a budget and if we expend more dollars doing one project we have less to do on another project. At no point in time would I ever sacrifice safety in order to save a few dollars. It is not in anyone's best interest.

School Committee Member Perry replied my concern is that there is a potential that somebody may not have been aware of or something that might need to be looked into for the future.

Mr. Clougherty responded which is why we had the individual on board...we have someone who is certified in AHERA regulations but again this was a little bit of a gray area. It is encapsulated. We do have fasteners in the area. We are going to be having laborers removing some plywood in the area. Gee, I am not sure. Should I be doing this? Well let's get a belt and suspenders approach. Let's get

this hygienist over here and have him look at it and give us his opinion. If he wants to stop the operation, he can stop it immediately. His license is on the line as well.

School Committee Member Perry stated well what I will do is give you the contact that I spoke to at OSHA because the way I talked to him, and I thought it was mastic so that might be part of it but when I talked to him he said if he had walked on the job he would have stopped the work. I will give you the information and we can talk offline in case...

Mr. Clougherty interjected asbestos abatement and asbestos monitoring in the State of New Hampshire is monitored by the Department of Environmental Services at the state.

School Committee Member Perry stated but it is also covered under 1926.1101.

Mr. Clougherty responded probably relative to worker safety.

School Committee Member Perry replied correct to contractor safety. Federal law precedes state law but I am just telling you because I don't want to argue with you that he said he would have stopped the work until monitoring was done. I will give you his information so that you can follow-up.

Mr. Clougherty responded sure.

Alderman Thibault stated Tim I want to forget about all of these other schools and go to Parkside for a minute. Did that noise problem that we had down there...has that been looked at at all?

Mr. Clougherty replied yes.

Alderman Thibault asked where are we at with it.

Mr. Clougherty answered we are still awaiting information from Gilbane relative to the balancing. I went and witnessed it on a visit to Gossler Park School as well. It is...you can hear it from the road. I don't know...again I apologize because we don't have the information to tell you definitively whether that unit meets noise emanation standards or anything like that but we are looking into it. It is an issue that we discuss weekly in our project meetings and perhaps Rene has an update on where we stand with that.

Mr. Pincince stated we have actually taking decibel readings. We do have what they call a dB rating based on the Refrigeration Association Standards. 77 dBs is

what is recommended for a rooftop unit like that. We do have measurements at 10 feet away. I will say to you that we believe the unit is functioning properly. We have people who are hopefully there this evening if we are able to get access because I am not sure if the gym is being used. We actually have a technician there tonight and a piece of equipment to get to the unit from inside to take some additional readings.

Mr. Clougherty stated if this is the case and the unit is actually operating per prescribed regulations and noise criteria, where would you like us to take it. We have proposals on the table to try to attenuate the sound. They value from \$5,000 to \$10,000. It is the will of the Committee to make that determination on whether we want to try to mitigate that noise.

Alderman Thibault responded that is my problem right there. I mean even if the company says that it is supposed to run at a certain level and it is disturbing the people that live there – all of them then maybe the standard is up too high. That is all I can say. All I want to know is if this is the case is there a way to deaden that sound? There has to be some kind of a shield that can be put in front of that or something to deaden that sound to some extent. I know that this summer when I went down there myself and looked at it, I would have a hard time myself putting up with that constantly.

Mr. Clougherty stated there are ways to deaden the sound. As I explained we have proposals on the table from Gilbane. They range from \$5,000 to \$10,000 where we can get rid of that noise. Well, not get rid of it. I don't want to make that assertion at all but it will lessen the sound at the street level. If it is the will of the Committee we will be happy to move forward with one of those proposals.

Alderman Thibault asked if this thing has all been adjusted now and you feel it is at its best then that is something we should look at. If you feel there are still some adjustments I am willing to wait until next spring and find out. I want to know what to tell these people.

Chairman Herbert asked can we get a motion on the table.

Alderman DeVries moved to authorize the Facilities Maintenance Division to move forward with the sound attenuation at Parkside Middle School at a price not to exceed \$15,000.

Mr. Clougherty stated that is fine. What we will do is if Gilbane is telling us that everything is done that they can do we will go out and give it a once over just to make sure in our opinion everything has been done that can be done and we will look at the attenuation.

Alderman DeVries stated and that is at the different schools you have received complaints about because I think there were some minor issues at Southside but those were interior I believe.

Mr. Clougherty responded that is correct. This is the only school in question at this point.

Alderman Thibault duly seconded the motion. Chairman Herbert called for a vote. There being none opposed, the motion carried.

School Committee Member Langton stated you were going to give us a follow-up on the plywood issue and whether it was supposed to be $\frac{3}{4}$ " or $\frac{1}{2}$ " or tongue and groove or not tongue and groove.

Mr. Clougherty responded yes and actually that issue came up...I am not sure which Committee it was but I was asked to report to the full Board about two weeks ago. First of all the plywood A/C grade per the specification...thickness is dependent on the substrate. If you have a smooth substrate, you can use $\frac{1}{4}$ " and a rough substrate goes up to $\frac{11}{16}$ " or $\frac{3}{4}$ ". As far as the joining methods and whether it is buck joint, tongue and groove, what have you, the tongue and groove isn't a necessity in the specification. Buck joining, sanding the edges and flashing the edges was part of the specification. What we are doing...because the report that I circulated to everybody and you guys should have gotten a copy of it there is an inspection report that we have that I will make sure gets to the School Committee members that talks about a lot of issues quite frankly. It talks about issues that Committeeman Perry brought up, the 4" on center nailing around the edges versus 6" in the field. It talks about the grade of the plywood. It talks about the edges of the plywood. It talks about the different adhesives that were used to put the floor down. It talks about the maintenance procedures. It talks about a lot of things but it talks about nothing at all definitively to be the problem with some of our floors cupping over there.

Chairman Herbert stated if we can get that report so we can review it that would be great and maybe at some point we can bring it up again and ask questions but we really don't have time now.

There being no further business, on motion of Alderman DeVries, duly seconded by Alderman Porter it was voted to adjourn.

A True Record. Attest.

Clerk of Committee